ORIGINATING DEPOSITORY FINANCIAL INSTITUTION (ODFI) AGREEMENT

THIS ODFI ORIGINATION AGREEMENT (the "Agreement") is made this day ______________,by and between _________________________________ (the "Plan Sponsor") and RPG Consultants ("RPG"). Plan Sponsor and RPG may be referred to as the "Parties" and each a "party".

WHEREAS, the Plan Sponsor has requested that RPG initiate, on its behalf, electronic signals for paperless entries through a federal savings bank or banking institution that has FDIC insurance (collectively, the "Bank") to accounts maintained at the Bank and to other banks and financial institutions, by means of the Automated Clearing House (the "ACH") subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained in this Agreement, the receipt and sufficiency of which each party hereby acknowledges, the Parties agree as follows:

1. The Plan Sponsor acknowledges that they have been provided with access to a copy of the Operating Rules of the National Automated Clearing House Association ("NACHA") (the "Rules") – available at http://www.achrulesonline.org/, and agrees to abide by and be subject to the applicable Regulations of the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank Regional Office (the "Regulations"), each as amended from time to time. RPG will provide these amendments via electronic mail or via overnight mail to the Plan Sponsor if they affect the processing of ACH transactions as described herein. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings associated to them in the Rules.

2. The Plan Sponsor will comply with the Rules and Regulations insofar as applicable. RPG will charge the Plan Sponsor with any fines incurred from the Bank by RPG as a result of non-compliance by the Plan Sponsor. The specific duties of the Plan Sponsor provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.

3. It shall be the responsibility of the Plan Sponsor that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Plan Sponsor to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC.)

4. The Plan Sponsor shall assume the responsibilities of an Originator, as defined and required by the Rules for each Originator, including, without limitation, RPG when it is defined as an Originator, and/ or for a third party provider that authorizes RPG to transmit entries to a Receiver's Account.

5. The Plan Sponsor will obtain written or electronic authorization(s) in accordance with ACH Rules and U.S. law and shall retain the original record for two (2) years after termination or revocation of such authorization. Electronic authorizations will be in a form and format approved by RPG and will include evidence of authentication. These authorizations shall be provided to RPG upon reasonable written request.

6. The Plan Sponsor shall have no right to cancel or amend any Entry after its receipt by RPG. However, if such request complies with the NACHA rules for the cancellation of Data, RPG shall use reasonable

efforts to act on a request by the Plan Sponsor for cancellation of an Entry to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's Account, but shall have no liability if such cancelation is not affected.

7. After the Plan Sponsor has received notice that their entry has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the Plan Sponsor will not initiate any entry to the receiving bank with such authorization, within the time limits provided in the Rules and Regulations.

8. The Plan Sponsor will receive credit in immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto. Settlement date is defined under the Federal Reserve Circular 4 as the effective date specified by the sending bank for the item.

9. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Plan Sponsor to remake such entries. The Plan Sponsor shall retain and provide RPG on request all information necessary to remake any file or entries for 180 days after midnight of the Settlement Date.

10. The Plan Sponsor will promptly provide immediately available funds to RPG if any debit entry is rejected after RPG has permitted the Plan Sponsor to direct the withdrawal of immediately available funds in the amount thereof if any adjustment memorandum that relates to any such entry is received by RPG. All funds in any account owned by the Plan Sponsor or controlled by the Plan Sponsor for the Plan Sponsor's client in question at RPG shall be subject to immediate offset to settle any such adjustment memorandum.

11. RPG shall use its best efforts in initiating electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the ACH. RPG, however, shall have no liability to the Plan Sponsor for any inability to transmit ACH data to a receiving bank or financial institution or for the Plan Sponsor to receive such ACH data, because of any mechanical, electronic, or other failure with respect to any telephone or fax transmission device or line or by reason of any failure of the U.S. Post Office to deliver such data. RPG shall also have no liability to the Plan Sponsor concerning the performance of any duties under this Agreement if such performance is limited or prohibited in any way by any act of God, civil disturbance, electrical disturbance, electrical failure or other conditions or occurrences beyond the control of RPG. The Plan Sponsor agrees to bear any risk of loss or delay associated with the transmission of any ACH data under this Agreement to RPG.

12. (a) Notwithstanding anything herein to the contrary, RPG shall not be liable to the Plan

Sponsor for any act or omission of RPG provided that RPG acted in good faith, unless such conduct was found to constitute gross negligence or willful misconduct. RPG shall not be liable for the insolvency, gross negligence, willful misconduct, mistake or default of any other person or business entity. In the event that RPG's conduct was found to constitute gross negligence or willful misconduct, the measures of damages is limited to damages directly and immediately attributable to the action or inaction of RPG and shall not include damages that are attributable to the consequences of such conduct, whether or not such consequences are foreseeable.

(b) UNDER NO CIRCUMSTANCES SHALL RPG BE LIABLE TO THE PLAN SPONSOR OR ANY ITS CLIENTS OR CONSUMERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CLAIMED AS A RESULT OF LOST PROFITS.

13. (a) The Plan Sponsor hereby agrees to indemnify, defend and hold harmless RPG and their affiliates, subsidiaries, officers, directors, managers, representatives and employees and hold them harmless from any and all claims, demands, losses, liabilities, obligations, regulatory actions, including reasonable attorney's fees and legal costs (the "Costs") resulting from: (i) the Plan Sponsor's breach of any warranties, duties and obligations under this Agreement and in the Rules; (ii) any Costs on account of the breach by the Plan Sponsor, with respect to any entries initiated by the Plan Sponsor; (iii) any Costs associated with the Plan Sponsor's failure to provide consumer disclosures; (iv) any Costs due to fraud by employees of the Plan Sponsor in accordance with their provision of services under this Agreement; and (v) any Costs on account of the breach by the Plan Sponsor, with respect to any warranties to the Originating Bank in the Rules and Regulations.

    (b) Promptly after a party (the "Indemnitee") receives notice of a dispute threatened or commenced against it, against which the other (the "Indemnitor") is obligated to indemnify the Indemnitee, the Indemnitee will give written notice of such dispute to the Indemnitor, except to the extent Indemnitee is demonstrably prejudiced thereby. However, the Indemnitee's failure to notify the Indemnitor will not relieve the Indemnitor from any liability that it may have to any Indemnitee under this Agreement. The Indemnitor will be entitled to assume the defense of the dispute with counsel reasonably satisfactory to the Indemnitee, and the Indemnitee will have the right to participate in the defense or preparation of the defense of the dispute as follows: (i) in the event that the Indemnitor elects to assume the defense of the dispute, and to retain such reasonably satisfactory counsel, the Indemnitee will bear all fees and expenses of any additional counsel the Indemnitee retains and any other costs associated with the Indemnitee's participation, and (ii) in the event that the Indemnitor does not assume the defense of the dispute within a reasonable time after its receipt of the Indemnitee's notice, the Indemnitor will reimburse the Indemnitee for its reasonable fees and expenses of counsel in defending the dispute. If the Indemnitor assumes the defense of the dispute, the Indemnitor will not, without the prior written consent of the Indemnitee, (which consent shall not be unreasonably withheld, delayed or conditioned), settle or compromise the liability of the Indemnitee, or permit a default or consent to the entry of any judgment in a court action or arbitration, unless in connection with such settlement, compromise or consent the Indemnitee receives from the claimant a written unconditional release from all liability in respect of the dispute and Indemnitee will not experience as a result of such settlement, compromise, consent, or default any adverse regulatory consequences.

    (c) This Section 13 shall survive termination of this Agreement.

14. The Plan Sponsor shall be solely responsible for providing all appropriate Consumer disclosures, if any, for transactions being processed by RPG pursuant to this Agreement.

15. If any provision of this Agreement is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Agreement that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and implemented to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto. All rights and remedies under this Agreement are distinct and cumulative not only as to each other but as to any rights or remedies afforded by law or equity. They may be exercised together, separately or successively. Any failure by either party to exercise any of its remedies does not constitute a waiver of that remedy in the future as to the same or any other default.

16. Neither this Agreement nor any right or obligation hereunder shall be assigned by either party without the other party's prior written consent. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

17. This Agreement and all the rights and obligations hereunder will be governed in accordance with the laws of the State of New York (without regard to its conflict of laws principles).

18. This Agreement may be amended in writing signed by the parties hereto from time to time and the Agreement shall be deemed amended by any amendment of the Rules which effect any provision of this Agreement.

19. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law. The foregoing shall not be construed to permit assignments or transfers otherwise prohibited.

20. Notices. Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "Notice") required or permitted under this Agreement must be in writing and either delivered by electronic mail, personally, by a nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested. A Notice must be addressed to a party as follows:

if to the Plan Sponsor: To the address maintained in the customer file by RPG

if to RPG: RPG Consultants
1245 Hewlett Plaza #396
Hewlett, NY 11557
Attn: Evan Rapp, Managing Partner

A Notice delivered personally will be deemed given only when acknowledged in writing by the party to whom it is delivered. A Notice delivered via e-mail or a nationally recognized overnight courier shall be deemed given as of the next Business Day after it is sent. A Notice sent via mail will be deemed given three (3) Business Days after it is mailed. The address specified by a party above for notices to be sent may be changed by such party by written notice to the other party.

21. [ ] (check if applicable) - The Plan Sponsor authorizes RPG to perform automatic ACH transactions for their 401k Plan upon receiving 401k transmittal files directly from the following authorized 3rd party providers. Please attach a voided check if available.

ABA/Routing # ______________________ Bank Account # ______________________________

Bank Name ____

Bank Account Name ____

☐ Checking ☐ Savings ☐ General Ledger Account

IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

Firm Name: ____

Name: ____ Title: ________________________________

Signature: ____________________________________ Date: ________________________________

Firm Name: RPG Consultants

Name: Evan Rapp Title: Managing Partner

Signature: ____________________________________ Date: ________________________________